STACKDC MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is entered into between:
- **Stack Dynamics Corp. ("StackDC")**, and
- The customer identified in the applicable Subscription Order ("Customer").

StackDC and Customer are each a "Party" and together the "Parties".

This Agreement is effective as of the earlier of:
- the date both Parties sign this Agreement, or
- the Effective Date stated in the first Subscription Order that references this Agreement.

By entering into a Subscription Order that references this Agreement, by clicking a box indicating acceptance of this Agreement in an online StackDC flow, or by accessing or using any Free Services that reference this Agreement, Customer agrees to be bound by this Agreement.

1. DEFINITIONS

1.1 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

1.2 **"AI Features"** means features in the Services that use artificial intelligence, machine learning, or similar techniques to generate, transform, classify, extract, or predict content or data.

1.3 **"Confidential Information"** has the meaning set out in Section 9.

1.4 **"Customer Data"** means any data, content, files, records, or information that Customer or its Users submit to or make available in the Services, including any Personal Data contained in that information.

1.5 **"Documentation"** means StackDC's then current online documentation, help content, or user guides for the Services.

1.6 **"Effective Date"** means the date this Agreement becomes effective as described above.

1.7 **"Subscription Order"** means any ordering document, including any subscription order, quote, statement of work, or similar document, that (a) references this Agreement, (b) is accepted by StackDC, and (c) is agreed by Customer through signature, acceptance in an online ordering flow, or written confirmation such as email from a Customer representative that StackDC reasonably believes is authorized.

1.8 **"Personal Data"** means information about an identified or identifiable natural person that is protected as personal data or personal information under applicable data protection laws and that is included in Customer Data.

1.9 **"Service Data"** means data generated by the Services or by StackDC in operating the Services, such as logs, metrics, and usage data. Service Data does not include Customer Data.

1.10 **"Services"** means the StackDC software-as-a-service products identified in a Subscription Order, including any AI Features and related online components, but excluding Third Party Applications and Professional Services.

1.11 **"Professional Services"** means implementation, configuration, integration, training, advisory, managed services, or other professional services that StackDC agrees to provide to Customer, as described in a Subscription Order.

1.12 **"Third Party Application"** means any software, service, connector, integration, or platform provided by a third party that Customer chooses to use with the Services.

1.13 **"User"** means an individual who is authorized by Customer to use the Services under Customer's account, such as Customer's employees, contractors, or agents.

2. SERVICES AND ACCESS

2.1 **Access Rights.** During the subscription term set out in a Subscription Order and subject to payment of all fees, StackDC grants Customer a non-exclusive, non-transferable right for its Users to access and use the Services listed in that Subscription Order, for Customer's internal business purposes only.

2.2 **Usage Limits.** The Services may be subject to usage limits, such as number of Users, documents processed, transactions, environments, or data volume, as stated in the Subscription Order or Documentation. Customer will not intentionally exceed those limits. If Customer does exceed them, the Parties will work in good faith to adjust the Subscription Order and fees.

2.3 **No Reliance on Future Functionality.** Customer agrees that its purchases under this Agreement are not contingent on the delivery of any future functionality or features, or on any oral or written public comments by StackDC regarding future functionality or features.

2.4 **Service Availability.** StackDC will use commercially reasonable efforts to make the Services available at least 99.5 percent of the time in each calendar month, excluding:
- a) planned maintenance with at least 24 hours notice where practicable
- b) emergency maintenance
- c) downtime caused by Customer or Third Party Applications
- d) events of force majeure as described in Section 18

The availability target is a performance objective, not a guarantee.

2.5 **Service Credits.** If the Services fall materially below the availability objective in Section 2.4 for reasons within StackDC's control, Customer may request a reasonable service credit applied to a future invoice. Service credits are Customer's sole and exclusive remedy for service availability issues, unless there is a persistent failure that also amounts to a material breach under Section 14.3.

2.6 **Account Security.** Customer is responsible for maintaining the confidentiality of account credentials and for all activities under its accounts. Customer will promptly notify StackDC of any actual or suspected unauthorized access to its accounts or Customer Data.

3. CUSTOMER RESPONSIBILITIES AND ACCEPTABLE USE

3.1 **Customer Responsibilities.** Customer will:
- a) be responsible for Users' compliance with this Agreement
- b) be responsible for the accuracy, quality, and legality of Customer Data and how Customer obtained it
- c) use the Services only in accordance with this Agreement, the Documentation, and applicable law
- d) comply with any technical requirements or guidelines reasonably specified by StackDC

3.2 **Acceptable Use.** Customer will not, and will ensure its Users do not:
- a) use the Services in a way that violates law or Third Party rights
- b) upload, store, or transmit any viruses, malware, or harmful code
- c) try to gain unauthorized access to the Services or related systems
- d) interfere with or disrupt the integrity or performance of the Services
- e) reverse engineer, decompile, or attempt to derive the source code of the Services except where permitted by law
- f) use the Services to build or provide a directly competing product to the Services

3.3 **Third Party Applications**. Customer may choose to enable Third Party Applications for use with the Services. Customer's use of Third Party Applications is subject to its agreements with those providers. StackDC is not responsible for Third Party Applications or how they handle Customer Data. If a Third Party Application or its use negatively affects the Services or security, StackDC may suspend or disable the integration and will notify Customer where reasonably practicable.

3.4 **Suspension for Security Risk.** If Customer's use of the Services, in StackDC's reasonable judgment, threatens the security, integrity, or availability of the Services or other customers, StackDC may temporarily suspend the affected Services. Where practicable, StackDC will provide notice and an opportunity to remedy the issue before suspending.

3.5 **No Benchmarking or Competitive Access.** Customer will not access the Services for the primary purpose of competitive benchmarking or competitive purposes. Direct competitors of StackDC may not access the Services, except with StackDC's prior written consent.

4. FREE AND BETA SERVICES

4.1 **Free Services.** StackDC may make certain Services available for free, evaluation, or trial use ("Free Services"). Customer may use Free Services only for the period and purpose described by StackDC.

4.2 **Free Services are As Is.** Free Services are provided as is, without warranties, service level commitments, or indemnities. StackDC's aggregate liability for Free Services will not exceed one hundred dollars (USD 100).

4.3 **Beta Features.** From time to time StackDC may offer features identified as beta, preview, or early access ("Beta Features"). Beta Features may be incomplete or change. StackDC has no obligation to make Beta Features generally available.

5. FEES AND PAYMENT

5.1 **Fees.** Customer will pay the fees set out in each Subscription Order. Except as expressly stated in this Agreement, payment obligations are non-cancelable and fees are non-refundable.

5.2 **Invoicing and Payment.** Unless a Subscription Order states otherwise, StackDC will invoice fees according to the billing frequency stated in that Subscription Order. Invoices are due within thirty (30) days of the invoice date. Late payments may accrue interest at the lesser of one and one half percent (1.5 percent) per month or the highest rate allowed by law.

5.3 **Taxes.** Fees are exclusive of all taxes, duties, and similar charges. Customer is responsible for all such amounts arising out of its purchases, except taxes based on StackDC's income.

5.4 **Fee Changes.** For any renewal term of a Subscription Order, StackDC may change fees by giving Customer at least thirty (30) days prior written notice. Any change will apply at the start of the renewal term.

5.5 **Additional Orders and Email Authorizations.** Customer may order additional Services, quantities, or Professional Services by (a) signing a new Subscription Order, (b) accepting an order through an online ordering flow provided by StackDC, or (c) providing written or email confirmation that references a StackDC price quote or proposal. Upon StackDC's acceptance, any such order will be treated as a Subscription Order under this Agreement and the additional Services, quantities, and fees will apply for the remainder of the then current subscription term, unless the Parties agree otherwise in writing.

5.6 **Suspension for Non-Payment.** If any undisputed invoice is more than thirty (30) days overdue, StackDC may, after giving at least ten (10) days' prior written notice, suspend the Services until such amounts are paid in full. Suspension does not limit StackDC's other rights or remedies.

6. SECURITY AND DATA PROTECTION

6.1 **Security Program.** StackDC will maintain an information security program with administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data. StackDC will aim to align this program with recognized industry standards.

6.2 **Security Incidents.** If StackDC becomes aware of a confirmed unauthorized access to or disclosure of Customer Data in StackDC's possession or control (a "Security Incident"), StackDC will:

    a) notify Customer without undue delay

    b) provide information about the Security Incident that StackDC reasonably has at the time

    c) take reasonable steps to mitigate and remediate the Security Incident

    d) Customer is responsible for any legally required notifications to individuals or regulators, except to the extent required otherwise by applicable law.

6.3 **Roles.** For Personal Data in Customer Data, Customer is the controller or equivalent under data protection law, and StackDC acts as a processor or service provider on Customer's behalf.

6.4 **Use of Processors.** Customer authorizes StackDC to use subcontractors, including subprocessors of Personal Data, to provide the Services. StackDC will remain responsible for its subcontractors' compliance with this Agreement and will require them to protect Customer Data at a comparable level.

6.5 **Data Transfers.** If Customer Data is transferred across borders, StackDC will use appropriate lawful transfer mechanisms where required by applicable data protection laws, such as contractual terms approved by regulators or participation in applicable transfer frameworks where available.

7. AI FEATURES AND DATA USE

7.1 **Use of AI Features.** Customer may choose to use AI Features. Customer is responsible for reviewing and validating AI outputs before relying on them. StackDC does not promise that AI outputs will be correct, complete, or suitable for any particular decision or use. AI outputs are not intended to be a system of record.

7.2 **Ownership of Data and Outputs.** As between the Parties, Customer owns Customer Data and has the same rights in outputs generated specifically for Customer by the AI Features as it has in the underlying Customer Data, subject to StackDC's ownership of the Services and models.

7.3 **Use of Data to Operate and Improve Services.** StackDC may use Service Data and data that has been de-identified or aggregated from Customer Data to operate, maintain, secure, and improve the Services, including to develop and tune models used in the Services, provided that such data cannot reasonably be used to identify Customer or an individual. Aggregated or de-identified Service Data used in this manner is not considered Confidential Information.

7.4 **No Sharing of Identifiable Customer Data for General Training.** StackDC will not use Customer Data in a form that identifies Customer or an individual to train models that are made broadly available to other customers, unless Customer gives prior written consent or such use is required by law.

7.5 **Third Party AI Providers.** Some AI Features may rely on infrastructure or models provided by third parties. StackDC will contract with those providers using terms that require protection of Customer Data consistent with this Agreement.

8. PROFESSIONAL SERVICES

8.1 **Professional Services.** From time to time, Customer may purchase Professional Services as described in a Subscription Order. Unless the Parties agree otherwise in the Subscription Order: (a) Professional Services are provided on a one-time basis and are not required for use of the Services; (b) StackDC does not guarantee any particular business outcome from Professional Services; and (c) any materials, templates, or tools developed by StackDC in delivering Professional Services are owned by StackDC, and Customer receives a non-exclusive license to use them internally together with the Services.

9. CONFIDENTIALITY

9.1 **Definition.** "Confidential Information" means any non-public information disclosed by a Party to the other that is marked as confidential or that a reasonable person would understand is confidential given the nature of the information and the circumstances of disclosure. Customer Data is Confidential Information of Customer. The Services, Documentation, and Service Data are Confidential Information of StackDC. For clarity, Confidential Information does not include aggregated or de-identified Service Data that cannot reasonably be used to identify Customer, any User, or Customer Data.

9.2 **Exclusions.** Confidential Information does not include information that:
   a) is or becomes publicly available without a breach of this Agreement
   b) was lawfully known by the receiving Party before disclosure
   c) is received from a third party without breach of any duty
   d) is independently developed by the receiving Party without use of Confidential Information

9.3 **Obligations.** Each Party will:
   a) use the other Party's Confidential Information only to exercise its rights and perform its obligations under this Agreement
   b) protect the other Party's Confidential Information using at least the same care it uses for its own information of similar importance and in any case no less than reasonable care

9.4 **Permitted Disclosures.** A Party may disclose Confidential Information:
   a) to its Affiliates, employees, contractors, and advisors who need to know it for purposes of this Agreement and who are bound by confidentiality obligations at least as protective
   b) to the extent required by law or legal process, after giving reasonable notice to the other Party if legally permitted

10. INTELLECTUAL PROPERTY AND FEEDBACK

10.1 **Ownership of Services.** StackDC and its licensors own all rights in and to the Services, Documentation, and Service Data, including all related intellectual property rights. Except for the access rights in Section 2.1, no rights are granted to Customer.

10.2 **Ownership of Customer Data.** Customer owns all rights in and to Customer Data.

10.3 **License to Customer Data.** Customer grants StackDC a non-exclusive, worldwide, royalty free license to host, copy, process, transmit, and display Customer Data as needed to provide and support the Services and to exercise StackDC's rights and obligations under this Agreement.

10.4 **Feedback.** If Customer or Users provide any suggestions or feedback regarding the Services ("Feedback"), StackDC may use that Feedback without restriction and without any obligation to Customer. Feedback is provided voluntarily.

10.5 **Design Partners and Early Access**. From time to time, StackDC may invite certain customers to participate in design partner or early access programs for new or evolving features of the Services. Unless the Parties expressly agree otherwise in a Subscription Order or separate written agreement: (a) all ideas, suggestions, requests, requirements, and other input provided by Customer in connection with any such program are treated as Feedback under Section 10.4; (b) all improvements, changes, and new features to the Services that result from or relate to such programs are owned solely by StackDC; and (c) Customer's rights with respect to such improvements, changes, and new features are limited to the access rights set out in this Agreement and the applicable Subscription Order. Participation as a "design partner" does not grant Customer any ownership interest, exclusivity, or revenue share in the Services.

11. WARRANTIES AND DISCLAIMERS

11.1 **Mutual Warranties.** Each Party represents that it has the power and authority to enter into this Agreement.

11.2 **StackDC Warranties.** StackDC warrants that, during the applicable subscription term, the Services will perform in all material respects in accordance with the Documentation.

11.3 **Exclusive Remedies.** If the Services fail to conform to the warranty in Section 11.2 and Customer notifies StackDC in writing, StackDC will use commercially reasonable efforts to correct the nonconformity. If StackDC cannot correct it within a reasonable time, Customer may terminate the affected Services and StackDC will refund prepaid, unused fees for those Services. This is Customer's exclusive remedy for a breach of the warranty in Section 11.2.

11.4 Disclaimers. Except as expressly provided in this Agreement, the Services and Documentation are provided as is. StackDC disclaims all other warranties, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. StackDC does not warrant that the Services or AI outputs will be error free or uninterrupted.

12. INDEMNITY

12.1 Indemnity by StackDC. StackDC will defend Customer against any third party claim that Customer's authorized use of the Services directly infringes a Third Party patent, copyright, trademark, or trade secret, and will pay amounts finally awarded by a court or agreed in settlement for such claim.

12.2 **Mitigation.** If a claim described in Section 12.1 arises or in StackDC's opinion is likely, StackDC may:
   a) modify the Services so that they are non-infringing while providing materially similar functionality
   b) replace the Services with a non-infringing alternative that provides materially similar functionality
   c) terminate the affected Services and refund prepaid, unused fees for those Services

12.3 **Limitations.** StackDC's obligations in Section 12.1 do not apply to claims resulting from:
   a) use of the Services not in accordance with the Documentation or this Agreement
   b) modification of the Services by anyone other than StackDC
   c) combination of the Services with products or services not provided by StackDC, if the claim would not have arisen but for the combination
   d) Customer Data, Third Party Applications, or Customer's use of AI outputs

12.4 **Indemnity by Customer.** Customer will defend StackDC against any Third Party claim arising from:
   a) Customer Data, or
   b) Customer's use of the Services in violation of this Agreement or applicable law
   c) and will pay amounts finally awarded by a court or agreed in settlement for such claim.

12.5 **Procedures.** The Party seeking indemnification will:
   a) promptly notify the other Party of the claim
   b) give the indemnifying Party sole control of the defense and settlement (provided the settlement fully releases the indemnified Party)
   c) provide reasonable assistance at the indemnifying Party's expense

13. LIMITATION OF LIABILITY

13.1 **Exclusion of Indirect Damages.** To the maximum extent permitted by law, neither Party is liable to the other for any lost profits, loss of revenue, loss of data, or for any indirect, incidental, consequential, special, or punitive damages, even if advised of the possibility of such damages.

13.2 **Overall Cap.** Except as stated in Section 13.3, each Party's total aggregate liability under this Agreement will not exceed the total fees paid by Customer for the Services giving rise to the claim during the six (6) months before the first event that gave rise to the claim.

13.3 **Super Cap for Certain Claims.** For claims arising from:
   a) a Party's obligations under Section 9 (Confidentiality)
   b) a Security Incident caused by a material failure to comply with Section 6.2
   c) a Party's indemnity obligations under Section 12

the total aggregate liability of the relevant Party will not exceed two (2) times the cap in Section 13.2.

13.4 **Exclusions.** The limitations in this Section do not apply to Customer's payment obligations or to liability that cannot be limited under applicable law.

14. TERM AND TERMINATION

14.1 **Term of Agreement.** This Agreement starts on the Effective Date and continues until all subscriptions under all Subscription Orders have expired or been terminated.

14.2 **Subscription Term and Renewal.** Each subscription term is stated in the applicable Subscription Order. Unless a Subscription Order states otherwise, subscriptions will automatically renew for consecutive periods equal to the initial subscription term unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the then current term.

14.3 **Termination for Convenience at Renewal.** Customer may choose not to renew at the end of a subscription term as set out in Section 14.2. This Agreement does not give either Party a general right to terminate subscriptions for convenience during a subscription term.

14.4 Termination for Cause. Either Party may terminate this Agreement or an affected Subscription Order for cause upon thirty (30) days written notice if the other Party materially breaches this Agreement or that Subscription Order and does not cure the breach within that period. Either Party may terminate immediately upon written notice if the other Party becomes insolvent or is subject to bankruptcy or similar proceedings.

14.5 Effect of Termination. Upon expiry or termination of this Agreement or a Subscription Order:

    a)   Customer's right to use the Services under the terminated Subscription Orders will end

    b)   Customer will pay all fees due up to the effective date of termination

    c)   except where expressly stated otherwise, fees already paid are non-refundable

15. DATA EXPORT AND DELETION

15.1 Export During Term. During the subscription term, Customer may export Customer Data from the Services using available export tools and APIs.

15.2 Export After Termination. For ninety (90) days after the effective date of termination or expiry of the last applicable Subscription Order, StackDC will make Customer Data available for export upon request. After that period, StackDC may delete or anonymize Customer Data from its active systems, subject to Section 15.

15.3 Retention for Legal Reasons and Backups. StackDC may retain copies of Customer Data as required by law or as stored in routine backup systems, provided such data remains subject to the confidentiality obligations in this Agreement and is deleted in the ordinary course of backup rotation.

16. EXPORT CONTROL, SANCTIONS, AND ANTI CORRUPTION

16.1 Export and Sanctions. Each Party will comply with applicable export control and economic sanctions laws in relation to the Services. Customer confirms it is not located in any country subject to comprehensive trade sanctions and is not a prohibited party under such laws.

16.2 Anti-Corruption. Each Party will comply with applicable anti bribery and anti-corruption laws and will not offer or accept any bribe or improper payment in connection with this Agreement.

17. GOVERNING LAW, VENUE, AND NOTICES

17.1 Contracting Entity, Governing Law, and Venue.

The contracting StackDC entity, governing law, and courts with exclusive jurisdiction are as follows:

    a)   If Customer's billing address is in the United States:

        I.   StackDC entity: Stack Dynamics Corp., a Nevada corporation

        II.   Governing law: The laws of the State of Nevada and the federal laws of the United States applicable in that state

        III.   Courts: State and federal courts located in Clark County, Nevada

    b)   If Customer's billing address is anywhere else:

        I.   StackDC entity: Stack Dynamics Corp., a federal corporation under the Canada Business Corporations Act

        II.   Governing law: The laws of the Province of Ontario and the federal laws of Canada applicable in that province

        III.   Courts: Provincial and federal courts located in Toronto, Ontario

17.2 Dispute Resolution. Before starting formal legal proceedings, the Parties will use reasonable efforts to resolve disputes through good faith discussions between senior representatives. If they cannot resolve a dispute within thirty (30) days after written notice of the dispute, either Party may bring a claim in the courts identified in Section 17.1.

17.3 Notices. Notices under this Agreement must be in writing and sent by personal delivery, courier, or email to the addresses stated in the applicable Subscription Order (or to updated contact details that a Party has provided in writing). Notices are effective when received.

18. PUBLICITY

18.1 Customer Name and Logo. With Customer's permission, which may be given by email or in a Subscription Order, StackDC may identify Customer as a customer of the Services and may use Customer's name and logo in customer lists, on StackDC's website, and in pitch decks and similar sales and marketing materials. Any use of Customer's name and logo will follow any reasonable brand guidelines that Customer provides.

18.2 Case Studies and Quotes. StackDC may propose case studies, quotes, or testimonials that reference Customer and its use of the Services. StackDC will not publish a case study, quote, or testimonial that identifies Customer or its personnel without Customer's

prior approval, which may be given by email. Customer may withdraw its approval for future use at any time by giving StackDC thirty (30) days written notice, and StackDC will stop using Customer's name and logo in new marketing materials within a reasonable time. This will not require StackDC to recall or destroy materials that have already been printed or distributed.

18.3 **No Disclosure of Sensitive Information.** Nothing in this Section permits StackDC to disclose Customer's Confidential Information, specific financial results, or non-public information about Customer's customers or other third parties, without Customer's prior written consent.

19. GENERAL

19.1 **Order of Precedence.** If there is a conflict between this Agreement and a Subscription Order, the Subscription Order controls only for the specific subject matter in that Subscription Order.

19.2 **Assignment.** Neither Party may assign this Agreement without the other Party's consent, except that either Party may assign it to an Affiliate or to a successor in connection with a merger, acquisition, or sale of all or substantially all its assets. Any non-permitted assignment is void. This Agreement binds and benefits the Parties and their permitted successors and assigns.

19.3 **Independent Contractors.** The Parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship.

19.4 **Force Majeure.** Neither Party is liable for failure or delay in performing obligations (other than payment obligations) caused by events beyond its reasonable control, such as natural disasters, acts of government, war, terrorism, civil unrest, labor issues, or internet or hosting failures not caused by that Party.

19.5 **Entire Agreement.** This Agreement, together with all Subscription Orders that reference it, is the entire agreement between the Parties on the subject matter and supersedes all prior or contemporaneous agreements and discussions.

19.6 **Amendments.** Any amendment to this Agreement must be in writing and signed or otherwise agreed by both Parties.

19.7 **No Waiver.** Failure or delay to enforce any right under this Agreement does not waive that right.

19.8 **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in effect, and the invalid provision will be replaced with an enforceable one that most closely reflects the Parties' intent.

19.9 **Counterparts.** This Agreement and any Subscription Order may be signed in counterparts. Signed copies delivered by electronic means are considered originals.

This Agreement may be executed by the Parties below, but will be binding upon Customer upon execution of a Subscription Order that references this Agreement or other acceptance as described herein.

STACK DYNAMICS CORP.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER (as identified in the applicable Subscription Order)

By: _____

Name: _____

Title: _____

Date: _____